



## Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

### Board - Committee - Commission - Council:

#### Select Board

Date: 2025-04-01

Time: 7:00 PM

Building: Reading Public Library

Location: Community Room

Address: 64 Middlesex Avenue

Agenda:

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of the Chair Carlo Bacci

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

**All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.**

### Topics of Discussion:

	<b>Zoom Option:</b>	PAGE #
	Join Zoom Meeting <a href="https://us06web.zoom.us/j/88378245159">https://us06web.zoom.us/j/88378245159</a>  Meeting ID: 883 7824 5159  Dial by your location • +1 646 558 8656 US (New York) • +1 646 518 9805 US (New York)  Find your local number: <a href="https://us06web.zoom.us/u/kl465nIU1">https://us06web.zoom.us/u/kl465nIU1</a>	
<b>7:00</b>	Overview of Meeting	
<b>7:05</b>	Public Comment	
<b>7:15</b>	Select Board Liaison / Town Manager Reports	
<b>7:25</b>	Vote to Close Warrant for May 1, 2025 Special Town Meeting	3
<b>7:30</b>	Vote to Call for Special Election on May 13, 2025	
<b>7:35</b>	Update on Burbank and Other Funds	7
<b>7:45</b>	Vote to Support Priority Building Projects: Killam Elementary School and Reading Center for Active Living (ReCAL)	

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



## Town of Reading Meeting Posting with Agenda

<b>7:50</b>	Commissioners of Trust Funds Update	<b>8</b>
<b>8:20</b>	Discuss possible creation of a Disabilities Council	<b>11</b>
<b>8:25</b>	Discuss Renewable Energy Trust Membership Agreement	<b>15</b>
<b>8:35</b>	Future Agendas	<b>22</b>
<b>8:40</b>	Approve Meeting Minutes	<b>25</b>

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Officer's Return, Town of Reading:

By virtue of this Warrant, I \_\_\_\_\_, on \_\_\_\_\_, 2025 notified and warned the inhabitants of the Town of Reading, qualified to vote on Town affairs, to meet at the place and at the time specified by posting attested copies of this Town Meeting Warrant, in the following public places within the Town of Reading:

Precinct 1	J. Warren Killam School, 333 Charles Street
Precinct 2	Reading Police Station, 15 Union Street
Precinct 3	Reading Municipal Light Department, 230 Ash Street
Precinct 4	Joshua Eaton School, 365 Summer Avenue
Precinct 5	Reading Public Library, 64 Middlesex Avenue
Precinct 6	Barrows School, 16 Edgemont Avenue
Precinct 7	Birch Meadow School, 27 Arthur B Lord Drive
Precinct 8	Wood End School, 85 Sunset Rock Lane
	Town Hall, 16 Lowell Street

The date of posting being not less than fourteen (14) days prior to May 1, 2025, the date set for Town Meeting in this Warrant.

\_\_\_\_\_  
Constable

A true copy Attest:

\_\_\_\_\_  
Laura Gemme, Town Clerk



## **SPECIAL TOWN MEETING WARRANT**

### **COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

To any of the Constables of the Town of Reading, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Reading, qualified to vote in the Local Elections and Town affairs, to meet at the Reading Memorial High School Performing Arts Center, 62 Oakland Road, in said Reading on

THURSDAY, the FIRST DAY of MAY A.D., 2025

at seven-thirty o'clock in the evening, at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with the provisions of the Reading Home Rule Charter.

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#### **ARTICLE 1**                      Reports

To hear and act on the reports of the Select Board, School Committee, Library Trustees, Municipal Light Board, Finance Committee, Bylaw Committee, Town Manager, Town Accountant and any other Town Official, Board or Committee.

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#### **ARTICLE 2**                      Killam School Building Project

To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Killam School Building Committee to design, construct, reconstruct, remodel, add to, equip, and furnish a new Pre-K through Grade Five Elementary School to replace the J.W. Killam Elementary School, with an approximate square footage of 122,941, located at 333 Charles Street, Reading, Assessors' Parcel 41.0-0000-19.0, inclusive of the abatement and demolition of existing school structures on said property, the design and construction of new parking lots and new multi-purpose fields, and all other costs incidental and related thereto, which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be

the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-two and nineteen one-hundredths percent (52.19%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA. Or to take any other action relative thereto.

Select Board

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**ARTICLE 3**                      Senior Center/Reading Center for Active Living Building Project

To see if the Town will vote to appropriate, borrow, or transfer from available funds, an amount of money to be expended under the direction of the Permanent Building Committee to design, construct, equip, and furnish a new community center, so called the Senior Center/Reading Center for Active Living, located on a portion of an approximately 15.2 acre parcel off of Symonds Way, also known as 0 E of Haverhill Street, Assessors' Map 35, Parcel 133, inclusive of the design and construction of new parking lots, improvements to Symonds Way, and all other costs incidental and related thereto; or take any other action relative thereto.

Select Board

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and you are directed to serve this Warrant by posting an attested copy thereof in at least one (1) public place in each precinct of the Town not less than fourteen (14) days prior to May 1, 2025, or providing in a manner such as electronic submission, holding for pickup or mailing, an attested copy of said Warrant to each Town Meeting Member.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for said meeting.

Given under our hands this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Carlo Bacci

\_\_\_\_\_  
Mark L. Dockser

\_\_\_\_\_  
Karen Gately Herrick

\_\_\_\_\_  
Christopher Haley

\_\_\_\_\_  
Melissa Murphy

SELECT BOARD OF READING

\_\_\_\_\_  
, Constable

Town of Reading  
Available Funds as of 3/26/25

Fund Name	Fund Balance	Planned Use at Apr 25 ATM	Available Balance	Comments
Reading Ice Arena	489,201.00	200,000.00	289,201.00	No restrictions
General Stabilization Fund	2,013,579.25	-	2,013,579.25	No restrictions
Smart Growth Stabilization	286,845.06	234,726.18	52,118.88	Capital Only
West Street Improvements CPF	335,895.35	313,944.35	21,951.00	Must be used for a project with similar borrowing terms
Maillet Sommes Morgan MVP CPF	712,092.01	400,000.00	312,092.01	Must be used for a project with similar borrowing terms
Police Station Renovation CPF	1,302.63	-	1,302.63	Must be used for a project with similar borrowing terms
Energy Improvements Ph II CPF	17,977.73	-	17,977.73	Must be used for a project with similar borrowing terms
Parker Roof CPF	42,447.62	-	42,447.62	Must be used for a project with similar borrowing terms
Building Security Project CPF	13,996.56	-	13,996.56	Must be used for a project with similar borrowing terms
Turf II Improvements CPF	882.00	-	882.00	Must be used for a project with similar borrowing terms
RMHS Turf and Track	13.29	-	13.29	Must be used for a project with similar borrowing terms
Birch Meadow Lighting Design CPF	28,349.21	-	28,349.21	Must be used for a project with similar borrowing terms
Library Renovation CPF	93,712.69	-	93,712.69	Must be used for a project with similar borrowing terms
Total Available Funds	4,036,294.40	1,148,670.53	2,887,623.87	

**Town of Reading  
Trust Fund Balances  
As of February 28, 2025**

	<u><b>Total Funds</b></u>	<u><b>Non- Expendable</b></u>	<u><b>Expendable</b></u>
<b>Cemetery funds:</b>			
Charles Lawn	1,219,150	665,719	553,431
Forest Glen	2,065,594	741,843	1,323,751
Laurel Hill	1,142,088	296,910	845,178
Wood End	2,736,602	1,947,136	789,466
Total cemetery funds	<u><u>\$ 7,163,435</u></u>	<u><u>\$ 3,651,608</u></u>	<u><u>\$ 3,511,827</u></u>
<b>Trail Committee fund:</b>			
Diane Avery Weggel Trust	<u><u>\$ 100,711</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 100,711</u></u>
<b>Hospital funds:</b>			
Stephen Foster	189,596	3,872	185,724
Anne S. Grouard	2,860,982	75,015	2,785,967
Gilman L. Parker	3,304,331	35,000	3,269,331
Total hospital funds	<u><u>\$ 6,354,910</u></u>	<u><u>\$ 113,887</u></u>	<u><u>\$ 6,241,022</u></u>
<b>Library funds:</b>			
Appleton/Mansfield	19,572	11,000	8,572
Edward Appleton	57,609	5,000	52,609
R/M Babcock	7,163	3,598	3,565
Stephen Foster	23,023	12,000	11,023
Charles Torrey	2,381	1,000	1,381
Donald Tuttle	1,661	500	1,161
Elaine & George Long	42,642	5,000	37,642
Barbara Hewitt	16,383	8,952	7,431
James/Freda Rawstron	3,364	1,613	1,751
Total library funds	<u><u>\$ 173,798</u></u>	<u><u>\$ 48,663</u></u>	<u><u>\$ 125,135</u></u>

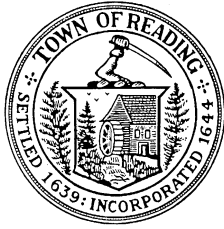


**Town of Reading  
Trust Fund Balances  
As of February 28, 2025**

	<b>Total Funds</b>	<b>Non-Expendable</b>	<b>Expendable</b>
<b>Scholarship funds:</b>			
Friends of Reading Football	5,657	-	5,657
Kenneth Brown	15,133	1,000	14,133
Nathaniel Hill	1,808	1,500	308
No. Residents Association	13,322	11,370	1,952
Gilman L. Parker	5,942	5,000	942
Torre	2,431	-	2,431
Carl B. Sawyer	5,982	5,000	982
Hal Croft	6,840	5,687	1,153
Florence Nichols	21,105	16,680	4,424
Dennis Lehane	36,749	31,507	5,242
James Klepeis	17,626	15,050	2,576
Patron for Older Adults	29,564	25,000	4,564
Joan Clifford Award	1,172	1,000	172
<b>Exemplary teacher award:</b>	-		
Arnold Berger	8,348	6,856	1,492
<b>Education loan fund:</b>	-		
Winthrop Parker	9,667	-	9,667
Total education funds	<u>\$ 181,347</u>	<u>\$ 125,652</u>	<u>\$ 55,695</u>
<b>Veterans Memorial</b>	<u>\$ 141,938</u>	<u>\$ 87,020</u>	<u>\$ 54,918</u>
<b>Downtown Imp &amp; Events</b>	<u>\$ 80,809</u>	<u>\$ -</u>	<u>\$ 80,809</u>
<b>Elder Services</b>			
Avis E. Schroeder	39,368	10,000	29,368
Dorothy Burbank	359,003	-	359,003
Patron for Older Adults	211,498	126,482	85,015
Laura S. Parsons	12,740	10,000	2,740
Total elder services funds	<u>\$ 622,609</u>	<u>\$ 146,482</u>	<u>\$ 476,127</u>
<b>Celebration</b>			
General	14,991	-	14,991
400th	27,274	-	27,274
Total celebration funds	<u>\$ 42,265</u>	<u>\$ -</u>	<u>\$ 42,265</u>

**Town of Reading  
Trust Fund Balances  
As of February 28, 2025**

	<u><b>Total Funds</b></u>	<u><b>Non- Expendable</b></u>	<u><b>Expendable</b></u>
<b>Historical Preservation</b>			
General	54,062	-	54,062
400th celebration	27,233	-	27,233
<b>Historical Commission</b>	<u>53,501</u>	<u>-</u>	<u>53,501</u>
Total historical funds	<u><u>\$ 134,796</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 134,796</u></u>
Total for trust funds	<u><u>\$ 14,996,618</u></u>	<u><u>\$ 4,173,312</u></u>	<u><u>\$ 10,823,306</u></u>



**Town of Reading**  
**16 Lowell Street**  
**Reading, MA 01867-2685**

**Matthew A. Kraunelis, Esq.**  
**Town Manager**  
**Office: (781) 942-9043**  
**[mkraunelis@readingma.gov](mailto:mkraunelis@readingma.gov)**

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**To:** Select Board  
**From:** Matt Kraunelis  
**Date:** March 26, 2025  
**RE:** Creation of a Disability Commission

The Select Board has asked me to explore the possibility of the creation of a Disability Commission in the Town of Reading. Reading currently has a municipal ADA coordinator but no established Disability Commission. Having such a Commission is a local option and not mandatory. In order to establish a Disability Commission, the town must vote to accept the provisions of MGL Chapter 40 section 8J. This vote must be at an annual or special town meeting.

The duties of the Commission are outlined in the statute which I have attached. The Commission must hold meetings, keep records of its meetings and actions, and file an annual report. Commissions must consist of five to thirteen members and are appointed by the Select Board or Town Manager. The majority of the members must be disabled, and one must be an immediate family member of a disabled person. One member of the Commission must be an elected or appointed official of the town. Members are initially appointed in staggered one, two, and three year terms.

The Commission may receive gifts of real and personal property in the name of the town, subject to the approval of the Select Board. The gifts are managed and controlled by the Commission.

If it is decided that Reading would like to establish a Disability Commission, a warrant article will need to be prepared for subsequent town meeting, accepting the provisions of MGL Chapter 40 section 8J.

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VII</b>	CITIES, TOWNS AND DISTRICTS
<b>Chapter 40</b>	POWERS AND DUTIES OF CITIES AND TOWNS
<b>Section 8J</b>	DISABILITY COMMISSION; POWERS AND DUTIES; MEMBERS; TERMS

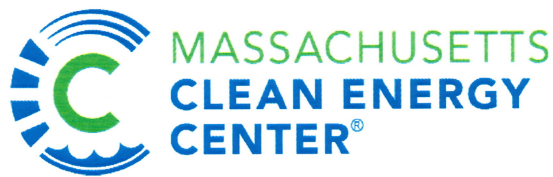
Section 8J. A city which accepts the provisions of this section by vote of its city council, subject to the provisions of its charter, or a town which accepts the provisions of this section at an annual or special town meeting, may establish a commission on disability, hereinafter called the commission, to cause the full integration and participation of people with disabilities in such city or town. Such commission shall (1) research local problems of people with disabilities; (2) advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities; (3) coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts office on disability; (4) review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of said city or town as they affect people with disabilities; (5) provide information, referrals, guidance and technical assistance to

individuals, public agencies, businesses and organizations in all matters pertaining to disability; (6) coordinate activities of other local groups organized for similar purposes.

Said commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the city or town annual report and shall have at least ten meetings annually.

Said commission shall consist of not less than 5 and not more than 13 members. In cities, the members shall be appointed by the mayor, subject to the provisions of the city charter except that in cities having a Plan D or Plan E form of government said appointments shall be by the city manager, subject to the provisions of the charter, and in towns they shall be appointed by the selectmen, except towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen and except towns having a town council form of government, the town manager. A majority of said commission members shall consist of people with disabilities, one member shall be a member of the immediate family of a person with a disability and one member of said commission shall be either an elected or appointed official of that city or town. The terms of the first members of said commission shall be for one, two or three years, and so arranged that the term of one-third of the members expires each year, and their successor shall be appointed for terms of three years each. Any member of said commission may, after a public hearing, if so requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment. The chairperson and other officers shall be chosen by a majority vote of said commission members.

Said commission may receive gifts of property, both real and personal, in the name of the city or town, subject to the approval of the city council in a city or the board of selectmen in a town, such gifts to be managed and controlled by said commission for the purposes of this section.



**MASSACHUSETTS CLEAN ENERGY TECHNOLOGY CENTER**

**RENEWABLE ENERGY TRUST FUND MEMBERSHIP AGREEMENT**

This **Membership Agreement**, (the "Agreement") is made and entered into as of March 26, 2025 (the "Effective Date"), by and between the **Massachusetts Clean Energy Technology Center**, a public instrumentality of the Commonwealth of Massachusetts with a principal business address of 294 Washington Street, Suite 1150 Boston, MA 02108 ("MassCEC"), the **Reading Municipal Light Department with offices located at 230 Ash Street, Reading, MA 01867** (the "MLP") and the **Town of Reading with offices located at 16 Lowell Street, Reading, MA 01867** (the "Electing Municipality") (MassCEC, the MLP and the Electing Municipality are at times referred to in this Agreement as a "Party" and collectively, as the "Parties").

**WHEREAS**, the MLP is the municipal lighting plant whose service territory covers the Electing Municipality, among other towns;

**WHEREAS**, pursuant M.G.L. c. 25, § 20(b), the MLP has the ability to make an irrevocable decision to become a participant in and member of MassCEC's Renewable Energy Trust Fund and collect and provide to MassCEC's Renewable Energy Trust Fund a renewable energy surcharge from its customers;

**WHEREAS**, the MLP has not made such an election;

**WHEREAS**, pursuant to M.G.L. c. 25, § 20(c), enacted by *An Act Relative to Municipal Light Plant Participation in Green Communities* (230 Mass. Acts 2022), municipalities served by municipal lighting plants that serve multiple municipalities that do not supply generation service outside their own service territory or do not open their service territory to competition at the retail level and have not made an election pursuant to M.G.L. c. 25, § 20(b) to assess and remit a charge to the Renewable Energy Trust Fund may adopt a mandatory charge per kilowatt-hour upon their electricity consumers on the same terms and conditions as apply to the charge imposed on consumers residing in competitive distribution service territories, provided that the municipal lighting plant whose service territory covers the municipality collects the applicable charge from ratepayers through electric bills;

**WHEREAS**, the Electing Municipality desires to become a participant in and member of MassCEC's Renewable Energy Trust Fund;

**WHEREAS**, in accordance with M.G.L. c. 25, § 20, the decision to join MassCEC's Renewable Energy Trust Fund is irrevocable in nature, and it is necessary and appropriate to contractually document the Electing Municipality's consent thereto, as well as to provide remedies for any subsequent actions taken by the Electing Municipality that are contrary to the irrevocable decision; and

**WHEREAS**, in order to document the Electing Municipality's decision and to govern the relationship amongst and provide appropriate protections for the Parties, they collectively deem it reasonable and appropriate to enter into this Agreement.

**NOW THEREFORE**, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. **Irrevocable Decision to Join MassCEC's Renewable Energy Trust Fund**. The Electing Municipality hereby irrevocably determines and decides that it shall become a member of MassCEC's Renewable Energy Trust Fund (the "Irrevocable MassCEC Renewable Energy Trust Fund Membership Decision"). The Electing Municipality hereby represents and warrants that it is fully and duly authorized to make the Irrevocable MassCEC Renewable Energy Trust Fund Membership Decision pursuant to its submission to MassCEC of written documentation, satisfactory to MassCEC in the sole exercise of its discretion, that it has all such power and authority, such written documentation collectively attached hereto as **Exhibit A** (the "Authority

Documentation"). The Authority Documentation shall, among other things, definitively state whether a regular or special town meeting and/or town vote or any other official action by the Electing Municipality is or is not legally required to duly authorize and effectuate the Irrevocable MassCEC Renewable Energy Trust Fund Membership Decision.

2. MLP's Role. The MLP represents and warrants that it has full authority to enter into this Agreement consistent with the provisions of M.G.L. c. 25, § 20 for the sole purposes of collecting and remitting the MassCEC Renewable Energy Trust Fund Charge as defined below. The Parties agree and acknowledge that the MLP has no role in the Irrevocable MassCEC Renewable Energy Trust Fund Membership Decision by the Electing Municipality.
3. Collection and Payment of MassCEC Renewable Energy Trust Fund Charge. As a result of the Irrevocable MassCEC Renewable Energy Trust Fund Membership Decision, the Electing Municipality hereby agrees that pursuant to M.G.L. c. 25, § 20, it shall instruct the MLP to impose on each of the MLP's customers in the Electing Municipality an obligation to pay a renewable energy surcharge as a certain percentage of each bill the MLP issues to its customers in the Electing Municipality (the "MassCEC Renewable Energy Trust Fund Charge") and the MLP hereby agrees that it will impose the MassCEC Renewable Energy Trust Fund Charge on its bills to customers in the Electing Municipality and timely remit payments received in their entirety to MassCEC's Renewable Energy Trust Fund within thirty (30) days of receipt. The MLP agrees that it will use commercially reasonable efforts to collect any outstanding payments of the MassCEC Renewable Energy Trust Fund Charge, consistent with the Massachusetts Department of Public Utilities Billing and Termination Regulations for Residential Customer, 220 CMR 25.00, and remit those payments in full to MassCEC's Renewable Energy Trust Fund. The foregoing notwithstanding, the MLP is not required to impose a charge on customers that are party to a long-term energy supply contract (the "Long Term Contract") with the MLP that was executed and made effective prior to the Effective Date and that does not contemplate or require payment of MassCEC's Renewable Energy Trust Fund Charge. However, upon expiration or termination of the Long Term Contract, the MLP shall be required to impose and collect the MassCEC Renewable Energy Trust Fund Charge from such customers. So long as a customer is not paying the MassCEC Renewable Energy Trust Fund Charge, they are not eligible for funding from MassCEC's Renewable Energy Trust Fund. Furthermore, the MLP shall cooperate with MassCEC to establish the mechanisms for payment of the MassCEC Renewable Energy Trust Fund Charge and the initial date of such payment. Notwithstanding the foregoing, such mechanisms shall be consistent with the provisions of the Massachusetts General Laws pertaining to MLPs and payments of funds collected by MLPs, including M.G.L. c. 164, §§ 56-59 and M.G.L. c. 41, § 56.
4. Eligibility for Renewable Energy Trust Funding. The MLP and the Electing Municipality acknowledge that the MassCEC Renewable Energy Trust Fund Membership Decision pertains solely to the Electing Municipality and customers residing within the Electing Municipality. As such, the MassCEC Renewable Energy Trust Fund Membership Decision: (i) solely creates eligibility for the Electing Municipality and customers residing therein to receive funds from the Renewable Energy Trust Fund (subject to Section 2 hereof); and (ii) does not create eligibility for other municipalities and/or customers residing therein serviced by the MLP to receive funding from the Renewable Energy Trust Fund. The Electing Municipality acknowledges that neither the Irrevocable Renewable Energy Trust Fund Membership Decision nor any other provision of this Agreement constitutes a guarantee that any resident or entity residing in the Electing Municipality, the Electing Municipality or any subdivision thereof (each a "Potential Awardee" and collectively, the "Potential Awardees") shall be entitled to the receipt of funds from the Renewable Energy Trust Fund and that any application by a Potential Awardee for such funding shall be judged in accordance with the applicable requirements of the award for which the Potential Awardee has applied.
5. Events of Default, Breach and Revocation Payments. For purposes of this Agreement, an "Event of Default" by the MLP shall mean the failure of the MLP to bill and remit payments of the MassCEC Renewable Energy Trust Fund Charge to the MassCEC Renewable Energy Trust Fund in accordance with the procedures adopted by the MLP and MassCEC, which failure remains uncured for thirty (30) days after receipt of written notice from MassCEC and is not otherwise excused by Force Majeure, as defined in Section 8. An "Event of Default" by the Electing Municipality shall mean where the Electing Municipality purports to revoke its Irrevocable Renewable Energy Trust Fund Membership Decision or in any way takes action contrary to such decision. An "Event of Default" with regard to either the Electing Municipality or the MLP, shall mean failure to comply with the material terms and conditions of this Agreement applicable to either Party, including without limitation a breach of the representations and warranties set forth herein, which failure remains uncured for thirty (30) days after receipt of written notice from MassCEC.



- a. Event of Default by Electing Municipality; Revocation Payment. In the event that the Electing Municipality has committed an Event of Default, the Electing Municipality shall be liable to repay MassCEC's Renewable Energy Trust Fund a capped revocation payment that is equal to the lesser of (i) the entire amount of any and all awards of financial assistance made by MassCEC's Renewable Energy Trust Fund to Potential Awardees and (ii) One Million Dollars (\$1,000,000) (the "Revocation Repayment"). In the event that the aggregate amount of all awards of financial assistance from MassCEC's Renewable Energy Trust Fund to the Awarded Parties exceeds One Million Dollars, the Revocation Payment shall be amended and capped at Two Million Dollars (\$2,000,000), with successive increases in One Million Dollar (\$1,000,000) increments thereafter. Calculation of a Revocation Payment shall include any and all awards of financial assistance made on or after the Effective Date of this Agreement. For the avoidance of doubt, examples of Revocation Repayment scenarios are set forth in the attached Exhibit B. The entire amount of the Revocation Repayment shall be remitted to MassCEC's Renewable Energy Trust Fund not later than sixty (60) days after the Electing Municipality receives notice from MassCEC of the existence of an Event of Default. The Parties agree and acknowledge that the MLP cannot be held liable for the Electing Municipality's actions constituting an Event of Default under this Agreement, and the MLP cannot be held liable for payment of any Revocation Repayment.
  - b. Event of Default by MLP; Failure to Collect/Remit Payments Received. In the Event of Default by the MLP, that remains uncured for sixty (60) days after payment is due, this Agreement may be terminated by MassCEC and the MLP shall be responsible for payment of the Revocation Repayment as set forth above in Section 5.a.
  - c. Limitations to Revocation Payment. MassCEC awards for which the date of the award is greater than or equal to ten (10) years prior to the date of the notice requiring the Revocation Payment provided by MassCEC to the Electing Municipality shall not be included in the calculation of any amounts due to MassCEC as a Revocation Payment.
6. Public Records. As public entities, the Parties are subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus, documents and other materials made or received by any of the Parties and/or its employees are subject to public disclosure. Unless subject to a statutory or common law exemption, all information received by any Party shall be deemed to be subject to public disclosure. By signing this Agreement the Parties acknowledge, understand and agree that any documents submitted to a Party may be subject to public disclosure.
  7. Choice of Law and Forum; Equitable Relief. This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Parties agree that any proceedings arising under this Agreement shall be commenced and maintained in court of competent jurisdiction within the Commonwealth of Massachusetts. The MLP and Electing Municipality acknowledge and agree that any breach or threatened breach of this Agreement by the MLP and/or Electing Municipality will result in substantial, continuing and irreparable damage to MassCEC. Therefore, in addition to any other remedy that may be available to MassCEC, MassCEC will be entitled to immediately seek specific performance or other applicable equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by the MLP and/or the Electing Municipality of the terms of this Agreement.
  8. Force Majeure. No Party shall be liable to the other Parties, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance of this Agreement may be extended to account for delays excused by this Section, provided that the Party whose performance is affected notifies the other Parties promptly of the existence and nature of such delay in writing.
  9. Waivers. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.
  10. Severability. Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

11. Binding Effect; Benefit; Entire Agreement and Amendments. This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties hereto, and no person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Parties.
12. Headings. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
13. Counterparts. This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

**The Massachusetts Clean Energy Technology  
Center (MassCEC)**

By: \_\_\_\_\_

Name: Emily Reichert

Title: Chief Executive Officer

Date: \_\_\_\_\_

**Reading Municipal Light Department - MLP**

By: \_\_\_\_\_

Name: Gregory J. Phipps

Title: General Manager

Date: March 26, 2025

**Town of Reading - Electing Municipality**

By: \_\_\_\_\_

Name: Matthew Kraunelis

Title: Town Manager

Date: \_\_\_\_\_

**Exhibit A**  
**Authority**  
**Documentation**

*See Attached.*

## **Exhibit B**

### **Examples of Revocation Payment Calculations**

**Assumption:**

The example below assumes an Effective Date of the MassCEC Renewable Energy Trust Fund Participation Agreement of January 1, 2024. **Note:** the references to rebates and grants below are solely for purposes of illustration and are not indicative of any ongoing rebates or awards offered by MassCEC for which the Electing Municipality and/or customers residing within the Electing Municipality would be eligible to apply for because of the Irrevocable Renewable Energy Trust Fund Membership Decision.

MassCEC Awards Since Effective Date	Year of Award Decision by MassCEC	Amount	Years Before Breach Condition	Amount Applicable to Revocation Payment
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**Example 1. Breach of the Agreement two years after the Effective Date – January 1, 2026**

Solar Rebate A	2024 – 2025	\$60,000	0 to 2	\$60,000
Feasibility Grant B	2024 – 2025	\$120,000	0 to 2	\$120,000
Total Revocation Payment				\$180,000

**Example 2. Breach of the Agreement six years after the Effective Date – January 1, 2030**

Solar Rebate A	2024 – 2025	\$60,000	4 to 6	\$60,000
Feasibility Grant B	2024 – 2025	\$120,000	4 to 6	\$120,000
Solar Rebate C	2026 – 2029	\$100,000	0 to 4	\$100,000
Feasibility Grant B	2026 – 2029	\$200,000	0 to 4	\$200,000
Development Grant D	2026 – 2029	\$500,000	0 to 4	\$500,000
Total Revocation Payment				\$980,000

**Example 3. Breach of the Agreement twelve years after the Effective Date – January 1, 2036**

Solar Rebate A	2024 – 2025	\$60,000	10 to 12	zero
Feasibility Grant B	2024 – 2025	\$120,000	10 to 12	zero
Solar Rebate A	2026 – 2029	\$100,000	6 to 10	\$100,000
Feasibility Grant B	2026 – 2029	\$200,000	6 to 10	\$200,000
Development Grant D	2026 – 2029	\$500,000	6 to 10	\$500,000
Solar Rebate A	2030 – 2035	\$125,000	0 to 6	\$125,000
Feasibility Grant B	2030 – 2035	\$250,000	0 to 6	\$250,000
Development Grant D	2030 – 2035	\$750,000	0 to 6	\$750,000
Total Revocation Payment				\$1,925,000

<b>April 22, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Select Board Vote to Reorganize		
	Potential Vote to Confirm Town Manager's appointment for Fire Chief		
	Vote on 52 Sanborn Street Renovations		
	Vote on Renewable Energy Trust Membership Agreement		
	Charter Review Process Discussion		
	Update on Pleasant Street Center Appraisal		
	Discuss Charge for Master Plan Committee		
<b>April 28, 2025</b>	<b>TOWN MEETING</b>		
<b>May 1, 2025</b>	<b>TOWN MEETING</b>		
<b>May 5, 2025</b>	<b>TOWN MEETING</b>		
<b>May 8, 2025</b>	<b>TOWN MEETING</b>		
<b>May 13, 2025</b>	<b>(If Special Election - Move or cancel?)</b>		
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>May 27, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>HEARING</b>	Classification Plan	<b>Sean Donahue</b>	
	Preview FY26 Water and Sewer Rates		
	Annual Meeting with Reading Ice Arena		
<b>June 10, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>Public Hearing</b>	Discuss and Vote on FY26 Water & Sewer Rates		
	Update from Reading Ice Arena Authority		

<b>June 24, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Discuss Town Manager Goals		
	Appointments of Boards & Committees		
<b>July 15, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>August 5, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>August 26, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>September 9, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>September 23, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>September 23, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Close Warrant: Subsequent Town Meeting		
<b>October 7, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>October 21, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05

	Select Board Liaison and Town Manager Reports		7:15
<b>November 4, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
<b>November 10, 2025</b>	<b>Town Meeting</b>		
<b>November 13, 2025</b>	<b>Town Meeting</b>		
<b>November 17, 2025</b>	<b>Town Meeting</b>		
<b>November 20, 2025</b>	<b>Town Meeting</b>		
<b>December 2, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Approve Annual Licenses		
<b>December 3, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Budget Presentations		
<b>December 9, 2025</b>			
	Overview of Meeting		7:00
	Public Comment		7:05
	Select Board Liaison and Town Manager Reports		7:15
	Budget Presentations		



Tuesday, March 18, 2025

#### Select Board Meeting – Draft Minutes

Members Present: Carlo Bacci, Mark Dockser, Karen Gately Herrick, Chris Haley, Melissa Murphy

Others Present: Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman, Town Clerk Laura Gemme, DPW Director Chris Cole, Community Development Director Andrew MacNichol, Facilities Director Joe Huggins (remote), Assistant Facilities Director Kevin Cabuzzi (remote), Vanessa Alvarado, Eric Bergstrom, Rich O’Connell – Reworld, Taylor Gregory, Tony D’Arezzo, Angela Binda (remote), Karen Rose-Gillis (remote), Christopher R. Cook (remote), Lucas Prato (remote)

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This meeting was held in-person in the Town Hall Select Board Meeting Room and remotely via Zoom.

Chair Carlo Bacci called the meeting to order at 7:00 pm and provided an overview of the meeting.

#### **Public Comment:**

Vanessa Alvarado, representing the Reading Democratic Town Committee, and Eric Bergstrom, representing the Reading Republican Town Committee, stated that the Town Committees will be co-hosting an official candidate forum on Wednesday, March 26<sup>th</sup> at the Reading Public Library. Select Board candidates will debate at 6:00 pm, and School Committee candidates will debate at 7:30 pm. The event will be livestreamed by RCTV.

#### **Select Board Liaison / Town Manager Reports:**

Chris Haley stated that he attended the MWRA entrance fee meeting last week that went over resident Paul Silva’s letter that explained why he felt that the Town’s \$10.9 million entrance fee should be returned. Mr. Haley stated that he is hopeful that something would be done. He also shared that the Killam School Building Committee approved a \$500,000 extension for LBA to continue doing the design.

Karen Gately Herrick stated that the Mass Municipal Fiscal Team met today. She shared that the House and Senate have agreed to a 27-month extension of hybrid meetings, and noted that the team is keeping an eye on how federal cuts will impact the Commonwealth. Senator Comerford is leading a bill to establish a Municipal and Safety Building Authority, similar to the Massachusetts School Building Authority (MSBA), which will provide funds for communities looking to build or upgrade municipal buildings such as senior centers or fire stations. The Fiscal Team also discussed municipal bond tax benefits.

Mark Dockser stated that the Commissioners of Trust Funds will present information on various funds to the Select Board at the next meeting.

Melissa Murphy stated that the School Committee accepted and approved the David Savio Law Enforcement scholarship, which will be awarded to high school students pursuing law enforcement or criminal justice. New School Resource Officer Mike Davis started this week.

Carlo Bacci stated that he attended last week's Finance Committee meeting for their budget hearing. The Finance Committee will be meeting tomorrow evening to vote on the budget and Annual Town Meeting Warrant Articles. He also shared that the final stages of the interview process for the next Fire Chief are underway, with an announcement to come in April.

Town Manager Matt Kraunelis shared several updates. The Permanent Building Committee met last night and discussed scheduling, and whether the building should also serve as an emergency shelter. He also thanked the Chamber of Commerce for hosting the recent Winterfest event and Legislative Breakfast. He reminded the Board that AV upgrades are scheduled for the first week of April, and as a result their April 1<sup>st</sup> meeting will be held in the Library. He provided the latest numbers on second water meters including 83 applications, 16 requests for inspection, and DPW has installed 7 meters so far. He noted that he hopes to finalize the decision for the new Fire Chief in early-to-mid April. The Finance Committee will vote on the Special Town Meeting articles on April 2<sup>nd</sup>, after the Select Board has closed that warrant. There will be a Killam and ReCAL project forum in-person at the High School PAC on April 2<sup>nd</sup>, and a Zoom-only forum on April 16<sup>th</sup>.

Assistant Town Manager Jayne Wellman shared several updates. The Operations Division is currently working on a tax impact calculator so residents can see how the Killam and ReCAL projects would affect their tax bills. The trash and recycling cart roll-out will begin the week of April 8<sup>th</sup>. Current trash and recycling containers will be picked up curbside on Saturdays in July and August. DPW will also be hosting a rigid plastic collection on Saturday May 17<sup>th</sup> at the DPW Garage.

**Vote for In-Person Early Voting on Saturday, March 29, 2025 for April Election:**

Town Clerk Laura Gemme explained that she is required to be open on Saturday, March 29, 2025 for the last day of Voter Registration. She requested permission to be open for in-person early voting on that day.

**Chris Haley moved to hold In-Person early voting on Saturday, March 29, 2025 from 9:00 am to 5:00 pm. The motion was seconded by Mark Dockser and approved unanimously by a vote of 5-0.**

**Vote to Approve Re-World (formerly Covanta) Waste Disposal Contract:**

DPW Director Chris Cole reviewed the contract with Reworld, the Town's trash disposal contractor. The current contract expires on June 30<sup>th</sup> of this year, and the current tipping fee is \$101.30 per ton. The new proposal is for six years, so that the next contract will coincide with the expiration of the next trash collection contract. The new proposed rate is \$98.35 per ton in the first year, and years two through six are based on the Consumer Price Index (CPI), not to exceed 4.5%. Mr. Cole noted that he, the CFO, and Town Manager all feel the contract is favorable to the Town.

Rich O'Connell of Reworld provided an overview of the trash processing process to produce electricity and salvage metal.

**Chris Haley moved to approve the Reworld Waste Disposal Contract as presented. The motion was seconded by Mark Dockser and approved unanimously by a vote of 5-0.**

**Master Plan & Capital Projects Priorities Discussion:**

The Board discussed the composition and requirements of a Master Plan Advisory Committee. They reviewed the report from the previous Master Plan Advisory Committee

from 20 years ago, which had members representing various town boards and community interests. They also discussed the possibility of obtaining a grant to fund the master plan for technical assistance and community engagement of the planning process. They discussed the need for a more structured approach to capital planning and prioritization of community projects. The discussion highlighted the challenges of balancing various project sizes, from small maintenance tasks to large multi-million-dollar initiatives, and the importance of community input in setting priorities. The Board recognized that while they have not been heavily involved in capital planning previously, there is a need for more guidance and resident involvement to ensure projects align with community needs.

#### **Pleasant Street Center Discussion:**

The Board discussed the need for an appraisal of the Pleasant Street Center building before the upcoming Town Meeting. They agreed to authorize staff to obtain an appraisal to help inform decisions about whether to sell, lease, or keep the building once it is no longer needed as a Senior Center. The Board emphasized the importance of recouping costs and offsetting debt from the new building. They plan to provide an update at the April Town Meeting, with further information provided at November Town Meeting. Ms. Wellman stated that she has requested quotes and hopes to finalize a contract for an appraisal next week.

#### **Vote to Appoint Town Accountant to a term of July 2025-June 2026:**

**Chris Haley moved to appoint Sharon Angstrom as Town Accountant for a term July 1, 2025 through June 30, 2026. The motion was seconded by Mark Dockser. Each member of the Board expressed their appreciation for and confidence in Sharon Angstrom and approved her reappointment unanimously by a vote of 5-0.**

#### **Future Agendas:**

The Board raised topics to be discussed at future meetings including display of the state flag in response to a letter received from Bill Brown, a report from the Burbank Ice Arena, and an update on the appraisal of the Pleasant Street Center.

#### **Approve Meeting Minutes:**

The Board reviewed the meeting minutes from February 18, 2025 and March 4, 2025.

**Chris Haley moved to approve the meeting minutes of February 18, 2025 as amended. The motion was seconded by Mark Dockser and approved unanimously by a vote of 5-0.**

**Chris Haley moved to approve the meeting minutes of March 4, 2025 as written. The motion was seconded by Mark Dockser and approved unanimously by a vote of 5-0.**

**Chris Haley moved to adjourn the meeting at 8:55 pm. The motion was seconded by Mark Dockser and approved unanimously by a vote of 5-0.**